

# Order Confirmation



## Meltwater Services

### Meltwater Regular

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from all sources tracked by Meltwater worldwide.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and Search Results.

### Premium Social Package

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.

### Influencer Contact Manager

- Online contact manager system to search, identify and organize media contacts and sources.
- Access for all Authorized Users with current access to Meltwater platform. If purchased as a standalone product without prior access to Meltwater platform, access provided for up to 5 Authorized Users.
- Ability to upload contacts. Customer is responsible for obtaining any required consent from such contacts where necessary.
- Ability to Email and Archive press releases and media advisories.
- Proprietary influencer search with relevance rankings.
- Advanced search of influencer database by journalist or publication name, location, beat, role and channel.
- Country of influencer database access:

- United States

## Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Meltwater Regular	Dec 01, 2018	Nov 30, 2019
Premium Social Package	Dec 01, 2018	Nov 30, 2019
Influencer Contact Manager	Dec 01, 2018	Nov 30, 2019

## Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed, an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

**Price : 7000.00 USD**

## Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any **Meltwater Service is governed by this Order Confirmation, the Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts, attached hereto and incorporated herein, and the General Terms and Conditions of Use, located at [www.meltwater.com/terms-of-use/northamerica/](http://www.meltwater.com/terms-of-use/northamerica/)**. Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force or effect.

## Special Terms:

*Any Special Terms below shall supersede Meltwater's standard Terms of Use.*

- Invoices under this Agreement will be due within 30 days of invoice date.
- This Agreement will be governed by the laws of Texas.
- To the best of its knowledge, In accordance with Texas Government Code chapter 2270, Meltwater verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Subject to Customer's performance of its obligations under this Agreement, Meltwater shall, at its sole option, defend or settle at its expense any third party claim or suit against Customer arising out of or in connection with an assertion that the Meltwater Services infringe any copyrights in the United States of America. Meltwater shall indemnify and hold harmless Customer from damages and costs finally awarded in such claim or suit. The foregoing is subject to (I) Customer promptly notifying Meltwater in writing of such claim or suit; (ii) Customer providing to Meltwater all relevant information available to Customer and reasonable cooperation for the defense of such claim or suit. The foregoing shall be the exclusive remedy of Customer with respect to any alleged infringement by the Meltwater Services of any third party's intellectual property rights. Meltwater shall have no obligation under this section if and to the extent the claim or suit arises from: (I) modification of the Meltwater Services other than by Meltwater (ii) the combination of the Meltwater Services with products or services other than those supplied by Meltwater (iii) Customer's continued use of the Meltwater Services after being informed of or provided with modifications that would have avoided the alleged infringement, or (iv) Customer's use of the Meltwater Services that is not strictly in accordance with the rights granted in this Agreement.

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement.

**Customer**

**Name and Contact Information:**

The Texas General Land Office  
1700 N. Congress Ave.  
Austin, Texas 78701  
United States  
Contact: Cory Wilburn

**Date**

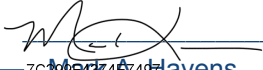
**Name**

**Email**

**Title**

**Signature**

DocuSigned by:



Mark A. Havens

Chief Clerk / Deputy Land Commissioner

10/31/2018

**Meltwater**

**Name and Contact Information:**

Meltwater News US Inc.  
225 Bush St. Suite 1000  
San Francisco, CA 94104  
United States of America  
FTIN number: 20-8289528 (b2b-version)

**Date**

**Name**

**Kelsey Melanson**

By initialing below I represent that I have read, understand, and agree to the terms and conditions located at [www.meltwater.com/terms-of-use/northamerica/](http://www.meltwater.com/terms-of-use/northamerica/)

**Initials**



OGC



CIO



DGC



GC



Call us on: 1-415-236-3144

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# United States & Canada

*Last Updated December 1, 2016*

*(previous versions appear below)*

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## 1 Welcome

Welcome new, current, or future Meltwater customer! Meltwater's online intelligence platforms monitor billions of digital documents daily & provide market insight, press communication tools, and social media analysis to over 20,000 companies worldwide.

Below you will find Meltwater's terms and conditions of use. This Agreement constitutes a contract between you, the Customer (as defined by Meltwater's statement of work, called the 'Order Confirmation'), and us, Meltwater! These Terms govern your use of (and access to) the Services and the Meltwater site.

BY USING MELTWATER SERVICES, ACCESSING THE MELTWATER SITE, OR BY ALLOWING ANYONE ELSE TO USE OR ACCESS EITHER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

## 2 How Your Meltwater License works

Meltwater's flagship services monitor online traditional, social, and broadcast media. Based on search filters & Boolean logic, the Meltwater platform yields News Link Search Results in the form of hyperlinks. These hyperlinks link to a Third Party Site on which the article is published.

We don't screen each News Link Search Result, so we cannot and do not audit or endorse any Third Party Site, nor are we responsible for any Third Party Content reached through the Services. You are responsible for evaluating whether to access a Third Party Site, and agree to be bound by its terms. You agree not to copy, reproduce, distribute, transmit, modify, sell, license or otherwise exploit Third Party Content unless that third party has expressly granted you those rights.

The majority of our 300,000 online sources make their content accessible for free. However, some publications in our source base require additional fees to access their content. These aren't included in the price of your Meltwater subscription, and should you choose to access that content, you agree to pay for it.

Besides just monitoring online media, Meltwater Services may also allow you to upload or distribute your own content! You agree that any and all content you upload or distribute belongs to you and complies with all applicable laws.

We have the right to terminate any Services or accounts through which any IP (including Meltwater's) has been infringed, or where use of the Services (including any content you upload or distribute) breaches any applicable law.

## 3 A note about Spam

Most of our Services allow you to forward search results to others. You agree you will not abuse this capability or spam anyone using the Meltwater Services— and understand that we may suspend or terminate any customer that we believe to be doing so. If you are located in the US or Canada, you also represent and warrant that you comply with Canada’s anti-spam law (“CASL.”).

To the extent permitted by law, you agree to indemnify and hold harmless Meltwater, its subsidiaries, affiliates, employees and customers, from and against any and all liability, damages, and fines (including reasonable attorneys’ fees) related to your breach of this warranty.

Simply Put: You, and all Users, must use the Site and the Meltwater Services, and any content accessed by the Services, in accordance with all applicable laws, rules and regulations.

## 4 Who can use our Services?

When you purchase a Meltwater subscription you get a non-exclusive and non-transferable right for your Authorized Users (the quantity is specified in your Order Confirmation) to use the Services. While you can use the Services for any business purpose, it must be your own, and on your own company’s behalf. (Not your friends, partners or affiliates!) All Authorized Users must be employees of your company, unless they are your contracted external consultants who may use the Services exclusively on your behalf.

If you are a marketing or public relations agency using the Meltwater Services on behalf of your client(s), you agree that:

- The agreement between you and your client(s) is as protective of Meltwater’s rights as this Agreement.
- That agreement permits you to provide us with your client(s)’ information, and act on their behalf, if applicable.
- Meltwater is not a party to your agreement with your client(s) and you are solely responsible for delivery of your agency services to your client.
- Payments due under this Agreement must be satisfied regardless of the status of their payments to you.

## 5 What do I need to use the Services?

Not much! In most cases all you need is a web browser, an internet connection, and your password. You are responsible for having all the hardware, and internet access to use the Services. You are responsible for the activity on your account, as well as protecting your own password; please let us know as soon as

you think there has been unauthorized use of your account or password.

## 6 Payment

The price and payment terms of your Services appear on your Order Confirmation. You may be able to pay by check, electronic wire, or credit card; inquire with Your Meltwater representative!

Unless otherwise specified in your Order Confirmation, payment is due upfront in a single lump sum and is invoiced at the start of your subscription (first-time customers) or in advance of your renewal (current customers). You are responsible for paying any applicable taxes which aren't included in the price and will appear on your invoice.

You have access to over 300,000 news outlets—the very instant you log in. Because our services are “all you can eat,” all payment is non-refundable (unless otherwise specified here.) If you aren't able to satisfy your payment obligations within 30 days of your invoice due date, we have the right to charge a Late Fee and/or suspend or terminate access to the Services.

## 7 Uptime

We guarantee service levels of 99.5% uptime throughout your Term, one of the most aggressive by SaaS standards. If there were ever a technical outage of the Services though, we've got your back. Should such an outage ever make the Services unavailable to you for more than 3 consecutive business days following your notice to Meltwater, we will issue you a credit equal to the pro-rata length of the outage (based on your annual payment to Meltwater).

If you breach this Agreement, Meltwater has the right to suspend access to the Service immediately upon discovering your breach; you'll have 30 days to cure that breach at which point we have the right to terminate.

Should we materially breach this Agreement (and can't cure within 30 days of your written notice) you're entitled to a pro-rata refund of the uncured Services.

## 8 Term & Termination

*Your current subscription...*

Meltwater will provide Services for the term indicated by start & stop dates on the Order Confirmation. If

this Agreement is terminated, your rights of use expire.

### *Next year's subscription...*

To make renewal as easy as possible for our customers, this Agreement includes an automatic renewal. Unless you cancel your next term at least 60 days before the end of the term, this Agreement will automatically renew at the then-current renewal term and price.

If we don't receive your written cancellation at least 60 days before the end of the term, you agree to the renewal.

## 9 Product-Specific Terms

Meltwater has a handful of technology partners which improve our products' speed & functionality. If you aren't purchasing the below Services, then these product-specific terms won't apply to you. If you do purchase any of the below Services, you agree to the corresponding terms.

**Meltwater Rise:** You are solely responsible for any contests, promotions, competitions and/or sweepstakes run using the Meltwater Services, and You must comply with all applicable laws, regulations, and permit requirements. You agree to create and enforce all applicable rules, guidelines, terms of use and/or privacy policies. Meltwater may provide boilerplate contest rules; they are meant as an illustrative example only.

**Newswire Services:** You agree to only release newswires, articles or other content that is directly associated with your business. You may not send press releases featuring a class action lawsuit, pending litigation, or investment opinion/research. Neither Meltwater nor any third party newswire provider has any obligation to publish your content, and both reserve the right to refuse any news releases and/or other content (graphics, photos, captions, etc.) which either deems inappropriate or unprofessional for a business news release distribution network

**Critical Mention (Canada only):** Broadcast monitoring services provided by Critical Mention (the "CM Services") provide the ability to search and access broadcast transcripts, and digitized broadcast television clips and radio clips ("CM Content"). All rights to use the CM Services and CM Content is limited to the same rights you have been granted to use the Services. Except as otherwise agreed between Critical Mention and you, you agree not to copy, edit, display, exhibit, perform, distribute, transmit, publicly display, post or otherwise use the CM Content, in whole or in part in any way. You also agree not to alter, hide, or remove, any marks or notices from the CM Services or the CM Content; nor to alter, copy, reverse engineer or develop any derivative works of the software or other code comprising the CM Services. You acknowledge that Critical Mention is a third party beneficiary of these Terms and has the right to enforce them.



Global Print Media: You understand and agree to be bound by [Acquire Media's terms and conditions](#). Acquire Media is an express third party beneficiary of these Terms as they relate to the Global Print Services and we hold the benefit of these Terms on trust for Acquire Media.

Meltwater Engage: You understand and agree to be bound by the terms and conditions located at <http://engage.meltwater.com/meltwater-terms-of-service>. Sprout Social is an express third party beneficiary of these Terms as they relate to the Meltwater Engage Services.

## 10 Intellectual Property

We are proud of our software and our Services. We built them ourselves! We are pleased to grant you rights of use to these Services, and those rights are strictly limited to the ones granted here in Agreement. For example, you agree not to sell, re-sell, reproduce, duplicate, copy, modify, or otherwise exploit any portion or derivative of the Site or its contents; nor to use any data mining, robots, or similar data gathering and extraction tools.

All Services and all content on the Site (unless created by you or a third party) including software, code, trademarks or logos are owned by or licensed to Meltwater, and we reserve all rights not expressly granted in these Terms. You agree not to use Meltwater's name, trademark, logo, or Meltwater generated content without our express written consent.

## 11 Warranty & Liability

Unless due to gross negligence or willful misconduct, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE PRICE OF YOUR CURRENT SUBSCRIPTION.

Neither Party will be liable for indirect, consequential or exemplary damages arising from or in connection with this Agreement. Consequential damages could include loss of profit, goodwill, data or business reputation. It also could mean the cost of replacing our Service with another.

We provide the Site and the Services "as is" without any warranty or condition of any kind.

What you are getting: Meltwater provides a "plug-and-play" tool. A more detailed description of the Services you are purchasing can be found in your Order Confirmation.

Our Services rely upon your internet connection, hardware, and network connectivity, and we cannot and do not guarantee uninterrupted, secure or error-free operation of the Site.

Similarly, News Link Search Results are found on the internet; they rely upon the accuracy and timeliness with which online publishers update their articles. We cannot and do not make any representation or warranty as to the accuracy, timeliness, quality, or reliability of any information accessed through the Site, especially suitability for a particular business purpose.

Simply Put: No information obtained from Meltwater or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement. However, nothing herein will reduce warranties, rights, or remedies that you are entitled to by law.

## Housekeeping

Governing Law: Meltwater's contracting legal entity, (appears on your Order Confirmation) corresponds to your country of residence and determines the area of governing law and jurisdiction for a potential dispute:

Meltwater Legal Entity:	Area of Governing Law / Applicable Venue:
Meltwater News US Inc.	California, United States
Meltwater News Canada Inc.	Toronto, Ontario, Canada

If there were ever a dispute under this Agreement, the Parties will attempt to first resolve it amicably and in good faith.

Waiver/Severability: Waiving a breach of this Agreement won't waive any other breach; failing to enforce any right under this Agreement won't waive any other right. Any provision of this Agreement deemed invalid won't affect the others, and will assume its closest reasonable interpretation.

Assignment: Neither party may assign any rights in this Agreement (or the entire Agreement) without the other's express written consent, unless in connection with its own merger or acquisition.

Entire Agreement: These Terms along with your Order Confirmation (this Agreement) constitute the entire agreement. ANY other spoken conversations, understandings, or terms and conditions, including Purchase Order terms, terms of a tender or RFP, or vendor registration terms are null & void and have no force and effect, even if produced subsequently to signature of the Order Confirmation, and even if Meltwater has started to provide Services. This Agreement may be only amended in writing if signed by an authorized representative of both Parties.

Survival: The following provisions shall survive the term of this Agreement: How Your Meltwater License Works, Intellectual Property, Warranty & Liability, Product-Specific Terms, Housekeeping, and any representations or warranties herein.

Privacy: You agree to Meltwater's privacy policy, available at [www.meltwater.com/privacy](http://www.meltwater.com/privacy).

Notices: You agree that notices, including legal notices, may be sent by electronic mail to the email address listed on the Order Confirmation or another address notified by the receiving party.

## 13 Definitions

Throughout these Terms (and the Order Confirmation), the following terms, when capitalised, will have the following meanings:

**Acquire Media:** Acquire Media Ventures Inc., located at 3 Becker Farm Road, Suite 401; Roseland, NJ 07068.

**Agreement:** These Terms in conjunction with your Order Confirmation and any other terms incorporated by reference.

**Authorized Use:** Use of the Services in strict accordance with the terms of this Agreement.

**Authorized User:** Any specific employee or consultant located in the same country as the corresponding Meltwater entity (as defined in the Order Confirmation) that Customer has authorised to use the Services solely on its own behalf. Also defined as "Users."

**IP:** Intellectual property.

**Late Fee:** 2% of the outstanding fees, or the maximum permitted by law.

**Meltwater:** The Meltwater legal entity as specified in your order confirmation. Also defined as 'we', 'us', 'our' or 'ours'.

**News Link Search Results:** The search result for a specific news article which contains a hyperlink text to the online media source where the article is published.

**Order Confirmation:** The statement of work document which defines the Customer, describes Services purchased, contains payment terms & signature blocks.

**The Parties:** You and Meltwater, collectively.

**Services:** Those services provided by Meltwater (and third party providers, if any) as described in the Order

Confirmation.

Site: Any site which has the domain or is a subdomain of [www.meltwater.com](http://www.meltwater.com).

Special Terms: Those terms specified in the 'Special Terms' box on the Order Confirmation. If they conflict with any Terms above, the Special Terms override.

Terms: These terms and conditions of use.

Third Party Content: Any and all content, advertising, products or other materials belonging to a third party.

Third Party Sites: Any and all third party websites.

You/you: Customer or agent of Customer as specified in the Order Confirmation. Also defined as 'you', 'yours', or 'Customer'.

## Previous versions:

Below are previous versions of our Terms. They are effective as they correspond to the signature date of your Agreement.



[Meltwater Terms of Conditions of Use – North America – v. June 2016 \(June 18, 2016 – December 1, 2016\)](#)



[Meltwater Terms of Conditions of Use – North America – v. April 2015 \(April 2015 – June 18, 2016\)](#)

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CONTACTS

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## Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

**The Texas General Land Office (“the GLO”) and Meltwater News US Inc. (“Provider”), agree the terms and conditions herein are incorporated into the Meltwater Order Confirmation supplied by Provider (assigned GLO Contract No. 19-159-000-B502) (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any part of the Contract, the term, condition, statement, or affirmation herein shall control.**

1. **Abandonment or Default.** If Provider defaults on the Contract, the GLO may cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible provider. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the GLO based on the seriousness of the default.
2. **Prohibited Benefits to Public Servants.** Pursuant to Section 2155.003 of the Texas Government Code, Provider affirms that it has not knowingly given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Provider affirms that, to the best of its knowledge, neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Notwithstanding the foregoing or any other provision herein, in the event GLO terminates the Contract pursuant to this Section 4, GLO shall not be entitled to a refund of any kind and any outstanding payments shall become immediately due. This Section does not prohibit Provider or a contract participant from providing free technical assistance.
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. Notwithstanding the foregoing or any other provision herein, in the event GLO terminates the Contract pursuant to this Section 5, GLO shall not be entitled to a refund of any kind and all outstanding payments shall become immediately due.
6. **Owner Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO. The parties hereto understand and acknowledge that this clause has been satisfied, as Provider is a wholly owned, private company.
7. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
8. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
9. **Executive Order 13224.** Provider affirms that, to the best of its knowledge, it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
10. **Suspension and Debarment.** Provider affirms that, to the best of its knowledge, neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
11. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina.** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Notwithstanding the foregoing or any other provision herein, in the event GLO terminates the Contract pursuant to this Section 11, GLO shall not be entitled to a refund of any kind and all outstanding payments shall become immediately due.
12. **State’s Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to copies of any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to

## Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

13. **Antitrust.** Provider affirms that, to the best of its knowledge and in accordance with Section 2155.005 of the Texas Government Code, Provider has not (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
14. **Applicable Law; Venue; Sovereign Immunity.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Neither the Contract, nor any conduct of any GLO representative, shall be construed to waive sovereign immunity on behalf of the GLO or the State of Texas.
15. **Preference for Texas Products and Materials.** If the Contract is for services and if applicable, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
16. **Public Information.** Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) (the "PIA") as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the State. Provider may mark any information exchanged with the GLO that it considers proprietary or confidential with a conspicuous marking to that effect. The GLO will withhold or release such information in accordance with the PIA and applicable rulings and opinions issued by the Office of the Texas Attorney General. The GLO and Provider agree Provider considers its Order Confirmation document confidential and proprietary.
17. **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
18. **Force Majeure.** Except for GLO's payment obligations, neither Provider nor the GLO shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from the Contract caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party

is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

19. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under the Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Contract may be terminated by the GLO. Provided however that Provider shall not refund any funds already paid and any outstanding payment by GLO shall become immediately due and payable. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
20. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.  
(b) The GLO is exempt from federal, state, and local taxes. Provider shall not charge any taxes to the GLO.
21. **Indemnity.** Subject to GLO's performance of its obligations under the Contract, Provider shall, at its sole option, defend or settle at its expense any third-party claim or suit against GLO arising out of or in connection with an assertion that the Provider Services infringe any copyrights in the United States of America. Provider shall indemnify and hold harmless GLO from damages and costs finally awarded in such claim or suit. The foregoing is subject to (i) GLO promptly notifying Provider in writing of such claim or suit; (ii) GLO providing to Provider all relevant information available to GLO and reasonable cooperation for the defense of such claim or suit. The foregoing shall be the exclusive remedy of GLO with respect to any alleged infringement by the Provider Services of any third party's intellectual property rights. Provider shall have no obligation under this section if and to the extent the claim or suit arises from: (i) modification of the Provider Services other than by Provider (ii) the combination of the Provider Services with products or services other than those supplied by Provider (iii) GLO's continued use of the Provider Services after being informed of or provided with modifications that would have avoided the alleged infringement, or (iv) GLO's use of the Provider Services that is not strictly in accordance with the rights granted in the Contract.
22. **Infringement Including Indemnity.** Intentionally Omitted.
23. **Independent Contractor; Assignment.** Provider and its employees, representatives, agents, and subcontractors shall serve as an independent contractor in the performance of the Contract. Provider and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue

## Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

- of the Contract. Provider shall not subcontract any service it performs under the Contract.
24. **Intellectual Property Ownership.** Intentionally Omitted.
25. **Records Retention.** Intentionally omitted.
26. **Payment.** Provider shall submit invoices to the GLO for contracted services. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. **ALL Provider invoices shall: 1) be submitted via email to [VendorInvoices@GLO.TEXAS.GOV](mailto:VendorInvoices@GLO.TEXAS.GOV); 2) be supported by documentation that allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 19-159-000-B502."** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed.
27. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
28. **Termination.** If Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract, the GLO may, upon written notice of default to Provider and Provider's failure to cure within 30 days of the written notice, immediately terminate all or any part of the Contract, consistent with the Meltwater Terms and Conditions as stated in the Meltwater Order Confirmation. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. The GLO may exercise any other right, remedy, or privilege which may be available to it under applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the GLO notifies Provider in writing prior to the exercise of such remedy. Provider shall be liable for all costs and expenses, including court costs, incurred by the GLO with respect to the enforcement of any of the remedies listed herein.
29. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. If Provider becomes aware of it, Provider shall report any fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Internal Audit Director.
30. **Assignment of Claims.** Intentionally Omitted.
31. **Israel Boycott.** In accordance with Texas Government Code chapter 2270, Provider verifies that, to the best of its knowledge, it does not boycott Israel and will not knowingly boycott Israel during the term of the Contract.
32. **Prohibited Business Engagements.** Provider affirms that, to the best of its knowledge, it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
33. **Computer Equipment Recycling.** If the Contract is for the purchase or lease of computer equipment, then Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
34. **Continuity and Disaster Recovery Plans.** Intentionally Omitted.
35. **False Statements or Material Misrepresentations.** Provider affirms that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Knowingly submitting a false statement or making a material misrepresentation during the performance of a contract is a material breach of contract and GLO shall avail of all remedies provided hereunder.
36. **Conflicts of Interest.** If applicable, Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
37. **Signature Authority.** Each person signing the Contract certifies they are 1) duly authorized to execute the Contract on their own behalf or on behalf of the entity listed in the Contract and 2) legally empowered to contractually bind the entity they represent to the Contract and related documents.
38. **Television Equipment Recycling.** To the extent it applies, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
39. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract shall survive the termination or expiration of the Contract.

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